| PRE-APPEAL BRIEF REQUEST FOR REVIEW	Docket Number 042933/263001
(filed with the Notice of Appeal)	
Application Number 10/601,805	Filed June 23, 2003
First Named Inventor Trossen, Dirk	
Art Unit 2141	Examiner Bayard, Djenane M.

Applicant requests review of the final rejection in the above-identified application. No amendments are being filed with this request.

This request is being filed with a notice of appeal.

The review is requested for the reason(s) stated on the attached sheet(s).
       Note: No more than five (5) pages may be provided.

Respectfully submitted,
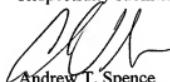
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Attachment

Reasons for Requesting Pre-Appeal Brief Request For Review
(no more than five 5 pages may be provided)

Provide a succinct, concise and focused set of arguments for which the review is being requested.
The request should specify –
-   clear errors in the examiner's rejections; or
-   the examiner's omissions of one or more essential elements needed for a prima facie rejection

REMARKS/ARGUMENTS

These remarks are hereby filed concurrent with a Pre-Appeal Brief Request for Review, and following a final Official Action of June 19, 2008, and an Advisory Action of October 8, 2008. Pending Claims 1, 2, 6, 8, 9, 13, 15, 16 and 20 (noting that the final Official Action still refers to 15-19 in this rejection but, of those, only addresses Claims 15 and 16) stand finally rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent Application Publication No. 2006/0200444 to Bracho et al.; and the remaining claims, namely Claims 3-5, 7, 10-12, 14 and 17-19, stand finally rejected under 35 U.S.C. § 103(a) as being unpatentable over Bracho, in view of one of U.S. Patent Application Publication No. 2002/0099829 to Richards et al.; or U.S. Patent Application Publication No. 2004/0133641 to McKinnon et al. As explained below, Applicant respectfully submits that the claimed invention is patentable over Bracho, Richards and McKinnon, taken individually or in any proper combination. In view of the remarks presented herein, Applicant respectfully requests reconsideration and withdrawal of the rejections of all of the pending claims.

A.   *Claims 1, 2, 6, 8, 9, 13, 15, 16 and 20 are Patentable over Bracho*

As indicated above, Claims 1, 2, 6, 8, 9, 13, 15, 16 and 20 stand finally rejected as being anticipated by Bracho. As previously explained, however, in contrast to independent Claim 1, Bracho (as well as Richards and McKinnon) does not teach or suggest a proxy associated with an event server for receiving, from a network entity, a subscription message <u>subscribing to an event maintained by the event server, determining whether the network entity is an authorized subscriber,</u> and if so, forwarding the subscription message to the event server, where <u>the network entity is thereafter capable of receiving communication from the event server in accordance with the subscription without again determining whether the network entity is an authorized subscriber.</u>

1.   *Determining whether Network Entity is an Authorized Subscriber*

Instead of verifying a subscriber (determining whether the network entity is an authorized subscriber), similar to independent Claim 1, Bracho at best discloses verifying an event. As

disclosed by Bracho, "an information broker checks to see if a received event is the properly subscribed to event by determining if an event type corresponding to the published event matches a subscription associated with the subscriber, whether or not an event security level corresponding to the event is verified, determining whether or not an event content matches the content filter and whether or not the event authorization is valid." Bracho, paragraph [0013]. Bracho therefore discloses verifying an *event* to see if it has an associated subscription, verifying the security level of the *event*, and matching the *event* content against a filter to authorize the event. Independent Claim 1, on the other hand, recites verifying a *subscriber*, or rather determining whether the network entity (from which a subscription message is received) is an authorized subscriber.

In response to the foregoing, the final Official Action appeared to interpret a client group security feature of Bracho as corresponding to the subscriber authorization feature of the claimed invention. In this regard, Bracho discloses a technique whereby a subscriber joins a client group including determining if the subscriber is permitted to join that group (determining whether the network entity is authorized). The client group specifies the types of events its members are authorized to publish and those that its members are authorized to receive (by subscription or reply). Thus, before a subscriber (broker client) receives a published event, the information broker first checks to make sure the client is authorized to receive the respective event.

Contrary to the apparent interpretation of Bracho, Applicant maintains that in contrast to independent Claim 1, Bracho does not teach or suggest forwarding a subscription message of a network entity to an event server if the network entity is determined to be an authorized subscriber. As shown and described with respect to FIG. 6A, nowhere does Bracho condition forwarding a subscription message or even entering a subscription based on whether a broker client is determined to be an authorized client. Instead, Bracho discloses application of its aforementioned security measure (conditioned on client group membership) <u>only on receipt of an event sent to a client, the client at that point being presumed to have already subscribed to the event</u>. In this regard, Bracho discloses a process of delivering an event "to a subscriber" including determining if the event security level is verified. Bracho, paragraph [0061-0062]. As disclosed, this verification may include assuring that a client label (indicative of the kinds of data

the client can see) "dominates" the event label (indicating the type of data in the event type data field). *Id.* at paragraphs [0079-0082]. Thus, although Bracho may include a security mechanism to restrict delivery of an event to a subscriber, Bracho does not teach or suggest forwarding a subscription message of a client (to an event server maintaining the event) if the network entity is determined to be an authorized subscriber, similar to the claimed invention.

The Advisory Action again quotes Bracho as disclosing "if the client has a digital certificate, it is presented to the information broker 1312. It is then determined if the identity named in the digital certificate is a member of the client group." Advisory Action of Oct. 8, 2008, Continuation Sheet (citing paragraph [0085] of Bracho). As explained above, however, verifying a client's membership in a group is not the same as determining whether a network entity (from which a subscription message is received) is an authorized subscriber, similar to independent Claim 1. That is, paragraph [0085] of Bracho discusses verifying a client to a client group, and not verifying authorization of a client to subscribe to an event (i.e., determining whether a network entity is an authorized subscriber to an event), as per independent Claim 1.

2. *Receiving Communication without Determining Authorized Subscriber*

In further contrast to independent Claim 1, Bracho does not teach or suggest a proxy associated with an event server forwarding (for a network entity – authorized subscriber) a subscription message to the event server, where the network entity is thereafter capable of receiving communication from the event server in accordance with the subscription without again determining whether the network entity is an authorized subscriber. For this feature, the Official Action cites a multi-session subscription feature of Bracho. But nowhere does Bracho teach or suggest that its multi-session subscription feature includes an initial determination of a network entity being an authorized subscriber followed by subsequent communication without again determining the authorization of the network entity. Instead, Bracho still determines authorization for each event even in the context of a multi-session subscription feature. As per Bracho:

> ... *For each matching subscription, the information broker then determines if the event's authorization is valid 708. For all authorized events, the information broker then determines whether the matching subscription is a single*

> *session subscription or a multi-session subscription 710. If it is determined to be*
> *a multi-session subscription, the information broker then determines if the multi-*
> *session subscription is cancelled 712. If the multi-session subscription is*
> *cancelled, the information broker ignores the event and stops processing. If,*
> *however, the multi-session subscription is not cancelled, the information broker*
> *determines if the connection is valid 714. If the connection is valid, the*
> *information broker queues the event to the subscriber 720.*

Bracho, paragraph [0062] (emphasis added). As explained by Bracho, authorization of an event is determined before even determining whether the subscription is a single session or a multi-session subscription.

Applicant therefore respectfully submits that independent Claim 1, and by dependency Claims 2-7 and 20, is patentably distinct from Bracho. Applicant also respectfully submits that independent Claims 8 and 15 recite subject matter similar to that of independent Claim 1. Thus, Applicant respectfully submits that independent Claims 8 and 15, and by dependency Claims 9-14 and 16-19, are patentably distinct from Bracho, for at least the same reasons given above with respect to independent Claim 1.

B.   *Claims 3-5, 10-12 and 17-19 are Patentable over Bracho, in view of Richards*

Claims 3-5, 10-12 and 17-19 stand finally rejected as being unpatentable over Bracho, in view of Richards. Applicant respectfully submits, however, that Richards does not cure the defects of Bracho, and accordingly, respectfully submits that the claimed invention is patentably distinct from Bracho, in view of Richards. More particularly, in contrast to independent Claims 1, 8 and 15, and by dependency Claims 9-14 and 16-19, neither Bracho nor Richards, taken individually or in any proper combination, teaches or suggests receiving a subscription message, determining whether the network entity is an authorized subscriber, and if so, forwarding the subscription message to the event server, where the network entity is thereafter capable of receiving communication from the event server in accordance with the subscription without again determining whether the network entity is an authorized subscriber. Applicant therefore respectfully submits that the claimed invention is patentably distinct from Bracho, in view of Richards, taken individually or in any proper combination.

C.   *Claims 7 and 14 are Patentable over Bracho, in view of McKinnon*

Claims 7 and 14 stand finally rejected as being unpatentable over Bracho, in view of McKinnon. Applicant respectfully submits, however, that McKinnon does not cure the defects of Bracho, and accordingly, respectfully submits that the claimed invention is patentably distinct from Bracho, in view of McKinnon. More particularly, in contrast to independent Claims 1, 8 and 15, and by dependency Claims 9-14 and 16-19, neither Bracho nor McKinnon, taken individually or in any proper combination, teaches or suggests receiving a subscription message, determining whether the network entity is an authorized subscriber, and if so, forwarding the subscription message to the event server, where the network entity is thereafter capable of receiving communication from the event server in accordance with the subscription without again determining whether the network entity is an authorized subscriber. Applicant therefore respectfully submits that the claimed invention is patentably distinct from Bracho, in view of McKinnon, taken individually or in any proper combination.

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